EXHIBIT 2

ESHA RESEARCH
TERMS OF SERVICES AND END USER LICENSE AGREEMENT

This The Terms of Service and End User License Agreement ("(and the Exhibits hereto), together with such Order Forms (and any attachments thereto) (the "Agreement") is entered into between ESHA Research, Inc.,LLC, an Oregon corporationlimited liability company, ("ESHA")"), and you, the party executing this Agreement ("you" and/or the "Licensee). ").

RECITALS

ESHA is in the business of developing, maintaining and marketing software applications and databases used for recipe development, nutritional analysis, regulatory information and labeling. ESHA has developed, and is the sole owner of, various software and database products used for nutritional analysis and labeling purposes ("ESHA Software"). regulatory review purposes. ("ESHA Software"). ESHA is providing you with a license to use selected ESHA Software products through a hosted application operated by ESHA and/or any third-party vendors, affiliates or contractors, Inc. ("ESHA and/or any third-party vendors, affiliates or contractors,"), which utilizes third-party software ("Third Party Software") developed by ESHA and/or any third-party vendors, affiliates or contractors, Microsoft and other third parties ("Third Party Vendors").

You have selected and purchased, in a purchase order or similar document (the "Purchase Order"), a license for one or more ESHA Software products (bundled with applicable Third-Party Software (collectively, the "Licensed Software"). You have selected in your Purchase Order Form a scope of license for the Licensed Software specifying your installationaccess rights, who is authorized to use the Licensed Software, and for what purposes you may use the Licensed Software (the "License Scope"). You have selected in the Purchase Order a license duration for the licenses you have to the Licensed Software (the "License Term"). The definitions") and specifications related to the Licensed Software, License Scope and License Term are set forth in this Agreement. By clicking on the "I Agree" button at the end of this Agreement you are: (i) verifying your purchase of a license as set forth in the Purchase Order; and (ii)are agreeing to all of the terms, conditions, warranties, and covenants contained in this Agreement regarding the Licensed Software.

In the event you do not agree to This Agreement and to every term, condition, warranty and covenant contained in this Agreement, please click the "I Do Not Agree" button below, and contact ESHA to make arrangements for your return of the ESHA Software and a refund of any payments you have already made.

DEFINITIONS

"Affiliate" means, with respect to a party, an entity under its direct or indirect Control or under common Control; but in any such case, such entity shall be deemed to be an Affiliate only so long as such Control exists.

"Customer" means the entity purchasing a license or right to use the Licensed Software from the parties under the terms of a legal agreement that are consistent with and no less restrictive of the entity than the terms of this Agreement, and any Affiliates of such entity authorized to use the Products.

"IPR" means intellectual property rights in and to patents, trademarks, service marks, trade and service names, copyrights, database rights and design rights (regardless of registration, and including applications for registration), know-how, moral rights, trade secrets, confidential and proprietary

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information, all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may subsist anywhere in the world now existing or hereafter arising.

"Licensee Data" means the electronic data that (i) correspond to the data elements uploaded, or transmitted to the Licensed Software from Licensee or Licensee's Customers that are expressly pre approved on the applicable Order Form, (ii) are transferred to ESHA by Licensee (or by another legal entity pre-authorized in writing by Licensee to transfer data to ESHA on Licensee's behalf) during the Term for use with the Licensed Software, or (iii) with respect to a certain Customer, the portion of 1 DocuSign Envelope ID: 16AC6A1C-B951-49D4-922A-0AA936A7AA2C Customer data transferred to ESHA by Licensee or Customer during the Term for use with the Licensed Software.

"Prohibited Data" means the following categories of Personal Data, which the parties agree are not intended to be submitted to Trustwell: national identifiers (e.g. social security numbers, social insurance numbers, date of birth, home address), government-issued identification (e.g. driver's license numbers or passport numbers), bank account numbers, credit card numbers or information relating to a customer or consumer of a financial institution under GLBA (15 U.S.C. §§ 6801–6809), places of birth, genetic data, biometric data, data revealing political opinions, religious or philosophical beliefs, protected health information as defined in HIPAA (45 C.F.R. § 160.103) or data concerning health or a natural person's sex life or sexual orientation; or any information about an individual that is under the age of 13 (or such greater age as may be prohibited by Data Protection Law).

"Term" means the term of this Agreement, commencing on the Effective Date and continuing until all Order Forms have expired or been terminated.

TERMS

In consideration of the above recitals and the terms, representations, warranties, covenants and conditions below, the parties agree as follows:

1. Grant of License. Subject to the terms and conditions below, ESHA grants to you a limited, nontransferable, nonexclusive license, for the duration of the License Term, to ~~install~~access and use ~~through the Internet~~ the Licensed Software specified in the ~~Purchase~~ Order Form as follows.

- a. ~~Genesis R&D®.~~ In the event you have licensed ~~the Genesis R&D®~~an ESHA software application, including but not limited to ESHATrak®, REX®, or any other ESHA licensed product or service tool, you shall have the right to ~~install~~access and use through the internet, for the licensed number of ~~object code copies of the Genesis R&D software product~~ users specified in the ~~Purchase Order~~ Order Form, the ESHA software application together with applicable Third-Party hosted service, for the sole purpose of ~~conducting internal nutritional analysis and nutritional product labeling for~~ the Licensee's own ~~products.~~ personal access.

- b. ~~The Food Processor®. In the event you have licensed The Food Processor® software product, you shall have the right to install and use the licensed number of object code copies of The Food Processor software product specified in the Purchase Order for the sole purpose of conducting internal nutritional analysis, recipe analysis and menu planning.~~

- c. ~~Genesis R&D® Supplements. In the event you have licensed the Genesis R&D® Supplements software product, you shall have the right to install and use the licensed number of object code copies of the Genesis R&D Supplement software product~~

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~~specified in the Purchase Order for the sole purpose of conducting internal nutritional analysis and nutritional product labeling for Licensee's own products.~~

~~d. ESHAPort. In the event you have licensed the ESHAPort data export utility software product, you shall have the right to install and use the licensed number of object code copies of the software product specified in the Purchase Order for the sole purpose of conducting internal nutritional analysis and nutritional product labeling for Licensee's own products.~~

2. Scope of License.

~~a. Installation Rights and Limits.~~

~~i. Named Seat License. In the event you have purchased a Named Seat License, you~~ You are ~~licensed to install a single copy of the~~ licensed to allow each individual authorized user established and paid for by Licensee to access and use the applicable Licensed Software ~~on up to two personal computers at the physical location(s) specified in the Purchase Order~~, provided that no ~~such installation shall be on a server~~ authorized user may share his or ~~other network accessible computer~~her login credentials.

~~ii. Floating Seat License. In the event you have purchased a Floating Seat License, you are licensed to install the Licensed Software at any physical business locations operated by you on the number of computers equal to three (3) times the number of "seats" you have purchased in your Purchase Order, whether or not such machines are networked. For purposes of example, if your Purchase Order specifies that you have purchased a Floating Seat License for five seats, you may install the Licensed Software on up to 15 (3x5) different computers.~~

~~iii. Enterprise License. In the event you have purchased an Enterprise License, you are licensed to install the Licensed Software on any number of personal computers and/or servers at any physical business locations operated by you, whether or not such machines are networked.~~

~~b. User Rights and Limits.~~

~~i. Named Seat License. In the event you have purchased a Named Seat License, you are licensed to have any single user operate the Licensed Software on either of the two licensed installations.~~

~~ii. Floating Seat License. In the event you have purchased a Floating Seat License, you are licensed to have multiple concurrent users using the Licensed Software on one or more of your installations of the software, providing that the total number of concurrent users shall be limited to the number of seats you have purchased in your Purchase Order.~~

~~iii. Enterprise License. In the event you have purchased an Enterprise License, you are licensed to have an unlimited number of users using the Licensed Software on one or more of the licensed installations of the software.~~

~~c. License Term.~~

~~i. Perpetual License. In the event you have purchased a license, in your Purchase Order, for the Licensed Software on a perpetual license basis, your license to use the Licensed Software, as originally delivered to you by ESHA, and as may be updated pursuant to~~

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~~any maintenance agreement you may enter into with ESHA, shall be perpetual, but shall at times be subject to the terms and conditions of this Agreement, including ESHA's terminations rights.~~

~~ii. Subscription License. In the event you have purchased a license, in your Purchase Order, for the Licensed Software on a subscription basis, your license to the Licensed Software, as may be automatically updated by ESHA from time to time as part of your subscription, shall be limited to the duration of the subscription term set forth in your Purchase Order. In the event your license to any Licensed Software expires or terminates for any reason, ESHA shall have the absolute right to remotely, and without additional notice, deactivate or otherwise remove such Licensed Software from your use. You agree that upon the expiration or termination of your license for any Licensed Software, you will immediately cease using such software and will promptly destroy all copies in your possession, custody or control.~~

3. Limitations on License. Licensee may use the Licensed Software solely for its internal business use by its own employees, consultants, advisors or agents in the manner licensed in this Agreement. The Licensee is not licensed to do any of the following: (a) copy, sublicense, rent, lease, lend or otherwise transfer, disclose or publish the Licensed Software (or any portions thereof), or in any manner transfer or assign ~~Licensees~~Licensee's rights under this Agreement~~,~~ without the prior written consent of ESHA; (b) use the Licensed Software for any purpose other than the purposes specifically licensed herein; (c) use the Licensed Software for the benefit of third parties or as part of its own commercially licensed products or services; (d) remove or obscure the ESHA copyright or trademark notices, or those of applicable Third Party Vendors, appearing on or with the Licensed Software; (e) compile the Licensed Software from one form to another or attempt to interfere with, disable, modify, convert, reverse engineer, reverse compile, change or reverse assemble it; ~~or~~ (f) compile, extract, strip, mine, harvest or otherwise collect, directly or indirectly, the data from the nutritional database embedded within the Licensed Software~~.~~; (g) post or transmit on or through the Licensed Software host server any libelous, obscene or otherwise unlawful information of any kind; (h) engage in any conduct involving the Licensed Software or its host server(s) that would constitute a criminal offense or give rise to civil liability under any local, state, federal or other law or regulation; (i) engage in any activities that would interfere with or disrupt use of the Licensed Software or its hosting server(s) by others, including, without limitation, distributing "spam," attempting the unauthorized access to data belonging to third parties, or knowingly introducing, or permitting to be introduced, into or through the server(s) hosting the Licensed Software any worm, virus, Trojan horse or other malware or spyware; or (j) use the Licensed Software or its hosting server(s) for any use in which the failure of the Licensed Software or its hosting server(s) could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

4. License Fees. Licensee shall pay ESHA license fees in the amounts, and upon the terms, set forth in the ~~attached Schedule "B."~~Order Form. All fees due shall be stated and paid in U.S. Dollars. The fees set forth ~~in Schedule "B"~~ are exclusive of all taxes, levies, or duties imposed by taxing authorities, and payment of all applicable federal, state, local, and foreign sales and use taxes, ad valorem taxes, value-added taxes, tariffs, and duties shall be the sole obligation of Licensee.

5. Maintenance and Updates.

~~a. Under a Perpetual License. If you have purchased a perpetual license for Licensed Software, you will not have the right to receive updates to the Licensed Software, or to the nutritional databases embedded therein, unless you have also purchased from~~ ESHA ~~a separate maintenance agreement for the Licensed Software.~~

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b. Under a Subscription License. If you have purchased a license for Licensed Software on a subscription basis, then ESHA willmay automatically update yourthe Licensed Software, including the nutritional databaseor regulatory databases contained therein, with whatever updates it has, in its sole discretion, prepared for commercial release from time to time. You hereby agree to ESHA'sESHA automatically, and without prior notice, remotely updating your copies of the Licensed Software.

6. Ownership, Copyrights. ESHA is the sole owner of all rights, title, and interest in the LicensedESHA Software, including the embedded nutritional and regulatory database(s) and all customized and derivative works based upon them, and including all copies thereof and all copyrightscopyright, patent, trademark, trade secret rights and other intellectual property rights embodied therein. The Third-Party Vendors are the sole owners of their respective Third-Party Software products, including all customized and derivative works based upon them, and including all copies thereof and all copyright, patent, trademark, trade secret rights, and other intellectual property rights embodied therein. All rights not specifically granted in this Agreement are reserved by ESHA. and, as applicable, by its Third-Party Vendors. No implied rights are granted.

7. Branding and Attribution. (a) If the nutrition analysis or reports generated by the application are for public or published commercial purposes (e.g., books, brochures, or web pages summarizing the nutritional content) the Licensee will include ESHA's Copyright and Trademark notification (e.g., "Powered by the ESHA Research Nutrient Database©" in the "About" section of the web site or other similar acknowledgment section of the published material. at https://esha.com/nutrition-analysisattributions/. Licensee shall not otherwise use ESHA's name or trademarks without ESHA's prior written consent. (b) Licensee agrees, with Licensee's CEO's written consent, to allow its name and/or logo to be included in materials listing ESHA customers.

8**7. Licensee's Obligations to Protect the Licensed Software**. As a continuing condition of the licenses granted herein, Licensee covenants to use the Licensed Software only for the purposes set forth in this Agreement and for no other purpose, and shall use commercially reasonable efforts to protect the Licensed Software from unauthorized use, reproduction, publication, or distribution.

8.
9. **Lawful Use**. Licensee (by and through itself and its authorized users) shall at all times use the Licensed Software in full compliance with all laws and regulations, and shall not use the Licensed Software in any manner that is unlawful or is of a nature that ESHA would reasonably find inconsistent with its good business reputation.

10.
9. Indemnification.

9.1. By Licensee. Licensee shall, at its sole cost and expense, indemnify, defend, and hold ESHA harmless ESHA, its affiliates and its and their respective officers, directors, equity holders, employees, counsel, consultants and agents ("Indemnitees") from and against all claims, demands, liabilitylosses, liabilities, costs, damages and expenses, including, without limitation, attorneys but not limited to reasonable legal fees, arising from or related to Licensees use of the and expenses finally awarded against ESHA or amounts paid by ESHA ("Losses"), incurred or suffered by any of them as a result of third party claims, actions or demands ("Claims"), arising out of or in connection with (i) Licensee's unauthorized use of the Licensed Software, provided that ESHA promptly advises Licensee of ; or (ii) the existence

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of, or known threat of, any such claim and reasonably cooperates with Licensee in Data; or (iii) infringement or misappropriation of IPR resulting from the defenseunauthorized use of the Licensed Software. .

9.2. By ESHA. ESHA shall, at its sole cost and expense, indemnify, defend and hold harmless Licensee, its affiliates and its and their respective officers, directors, equity holders, employees, counsel, consultants and agents ("Indemnitees") from and against all losses, liabilities, costs, damages and expenses, including but not limited to reasonable legal fees and expenses finally awarded against Licensee or amounts paid by Licensee ("Losses"), incurred or suffered by any such of them as a result of third party claims, actions or demands ("Claims"), arising out of or in connection with infringement or misappropriation of IPR resulting from the authorized use of the Licensed Software. The foregoing shall not apply to the extent a Claim against Licensee arises from a Non-ESHA Application.

9.3. Process. The indemnified party shall provide the indemnifying party with prompt written notice and copies of relevant documentation regarding any claim or action for which indemnification may be sought. Failure by the indemnified party to give such notice to the indemnifying party shall not relieve the indemnifying party of its indemnification obligation under this Agreement except to the extent that such failure materially disadvantages the indemnifying party. If the indemnifying party fails to appoint an attorney within ten (10) business days after it has been notified in writing of any such claim. or action, the indemnified party will have the right to select and appoint an attorney and the reasonable cost and expense thereof will be paid by the indemnifying party. The indemnifying party shall control the defense of any such claim, provided however that it shall not settle, compromise or consent to the entry of any judgment, unless such settlement, compromise or consent includes an unconditional release of the relevant indemnitees from all liability arising out of such claim or action, and is solely monetary in nature and does not include a statement as to, or an admission of culpability or failure to act by or on behalf of, the relevant indemnitees or otherwise adversely affect any of them. The indemnified party shall reasonably cooperate with the indemnifying party in the defense thereof at the indemnifying party's expense.

9.4. Additional Actions by ESHA. Without limiting either party's indemnification obligations, if ESHA's Licensed Software are enjoined for any reason or if ESHA believes they may be enjoined then ESHA shall have the right, at its own expense and in its sole discretion, to: (i) procure for the Licensee the right to continue using the applicable Licensed Software, (ii) to modify the Licensed Software as applicable, or any parts thereof or re-direct the manner in which they are used such that they become non-infringing, or (iii) to replace the service or any parts thereof, as applicable with non-infringing materials, or if none of the foregoing is commercially reasonable, terminate the Agreement and refund on a pro-rata basis the Fees paid by Licensee for the period such Licensed Software was not available or usable.

9.5. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. Protection of Data

10.1. Licensee is responsible for obtaining and using its own anti-virus, anti-Trojan, anti-malware, and internet and network security software and/or devices to ensure that no third parties (e.g., hackers) take advantage of the fact that Licensee's computers are connected to the internet or are accessing the Licensed Software through the internet.

10.2. ESHA will maintain the following minimum security safeguards, as further detailed in Exhibit A (Security Controls): (a) appropriate technical, physical, administrative and organizational controls

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designed to maintain the confidentiality, security and integrity of Licensee's Confidential Information, including Licensee Data, (b) systems and procedures for detecting, preventing and responding to attacks, intrusions, and system failures, and regular testing and monitoring of the effectiveness of such systems and procedures, including, without limitation, through vulnerability scans and penetration testing, (c) a team of employees dedicated to implementation and maintenance of security controls, and (d) annual assessment of risks that could result in unauthorized disclosure, misuse, alteration, destruction or other compromise of Licensee's Confidential Information, including Licensee Data, and of the sufficiency of systems and procedures in place to mitigate those risks. On written request, ESHA will provide to Licensee its SOC 2 type 2 independent audit report, which shall be considered responsive to Licensee requests for ESHA security information.

11. **User Accounts and Security**. Licensee shall promptly provide ESHA with complete and accurate information required to establish a login identity and password for Licensee's authorized individual users so they may access the Licensed Software. Licensee is solely responsible for maintaining the confidentiality of the user IDs and passwords of its authorized users, and for logging out of Licensee's account at the end of each session. Neither ESHA nor its Third-Party Vendors will be responsible for any losses or damages incurred as a result of an unauthorized use of Licensee's account. Licensee shall notify ESHA immediately of any unauthorized use of Licensee's logon identities or passwords so that ESHA may take appropriate actions.

12.
~~11.~~ **Term of Agreement, Termination**.

~~a. This~~12.1This Agreement shall become effective upon Licensee's ~~electronic execution of the Agreement, as set forth below~~on-line or written order submission to ESHA. Subject to the termination provisions below, the license rights granted herein shall remain in effect ~~for the license terms you have purchased~~on in increments specified in your ~~Purchase~~ Order Form.

~~b. ESHA~~12.2ESHA may terminate this Agreement and the licenses granted herein immediately in the event Licensee breaches any term or condition of this Agreement and fails to cure such breach within 10 days following its receipt of written notice thereof. ~~For purposes of this provision, ESHA may provide written notice by sending it to Licensee at the email address set forth in the Purchase Order. If the licenses granted under this Agreement expire or terminate, Licensee shall immediately cease using the applicable Licensed Software, shall destroy all copies of the Licensed Software within Licensee's possession, custody or control, and shall promptly certify in writing to ESHA that it has destroyed all copies of them, in any and all forms and media, within its possession, custody or control.~~If the licenses granted under this Agreement expire or terminate, Licensee services will be terminated. Licensee acknowledges and agrees that in the event a license expires or terminates, ESHA may remotely disable or otherwise remove the applicable Licensed Software from Licensee's use without further notice or approval.
12.3The Product access time period is specified and consented to at time of execution. The Order Form is non-cancelable and ESHA will not credit or refund any balance of time for early termination requests by the licensee.

13. **Confidential Information**. The Licensed ESHA Software (including the nutritional and regulatory database information embedded therein) and all other information ESHA discloses to Licensee in connection with them, shall be considered ESHA's Confidential Information, which ESHA discloses only subject to ~~a license agreement.~~this Agreement. Licensee agrees that it and its employees, agents and representatives shall, except as permitted herein: (i) keep ~~ESHAs~~ESHA's Confidential Information strictly

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confidential, and shall not disclose such information to any other person or entity without the express written consent of ESHA; (ii) limit internal disclosure of the Confidential Information solely to its employees, agents and representatives who must be apprised of the Confidential Information to advance the purposes of this Agreement, and only to the extent that they must be apprised for those purposes; (iii) contractually bind all such persons to honor the confidentiality and use restrictions imposed upon the Licensee; (iv) use the Confidential Information solely for the purpose of using the Licensed Software as licensed by ESHA in this Agreement; and (v) upon demand, immediately surrender to ESHA the Confidential Information and all notes, records, documentation, models, software, databases and other items or materials containing such Confidential Information. Confidential Information shall not include: (i) information that is in, or enters into, general public access without breach of this Agreement through no fault of Licensee; (ii) information Licensee was demonstrably in possession of prior to receiving it from ESHA; (iii) information Licensee can demonstrate was developed by Licensee independently of, and with neither use of nor reference to, ESHA's Confidential Information; and (iv) information Licensee receives from a third party without restriction on disclosure and without breach by such third party of a nondisclosure obligation. Notwithstanding the above, Licensee understands and acknowledges that the public availability of, or Licensee's possession of, any particular nutritional ~~data~~regulatory information shall not in any manner reduce the confidentiality of the ~~nutritional~~regulatory database embedded within the Licensed Software as a confidential and proprietary collection of data.

~~13. Warranty of Original Development.~~**14. Representations and Warranties**. ESHA warrants that the ~~Licensed~~ESHA Software application is, and will be, of original development by ESHA.

~~14.~~14.1. Mutual. Each party represents and warrants as to itself that: (i) it has and will continue to have the authority and all necessary rights, licenses, consents, permissions, and approvals to enter into, to grant the rights and perform the duties and obligations described in this Agreement, (ii) the performance of its obligations hereunder does not conflict with any other agreement either signed or contemplated, and (iii) the performance of its obligations hereunder shall be in compliance with all Applicable Laws.

14.2. ESHA Warranties. ESHA represents and warrants to Licensee that the Licensed Software will materially perform the functions described in the Documentation, and the functionality and security controls will not materially decrease during any paid Term. In the event of any failure of these warranties, ESHA will, at ESHA's sole option, and as Licensee's sole and exclusive remedy, either repair the applicable Licensed Software or terminate the applicable Order Form or portion thereof and refund to Licensee a pro-rata amount of Fees paid for the period during which the Licensed Software were rendered unusable. Company further represents and warrants that Company will perform the Services in a good, workmanlike and professional manner. Licensee's remedy for breach of this warranty of Services shall be the re-performance of the relevant Services free of charge.

a. Malicious Software. ESHA will use commercially reasonable efforts to maintain security safeguards (including the use of generally available and accepted anti-virus software and procedures) and will not introduce harmful code of any description (whether called viruses, worms or otherwise) including any computer code, programming instruction, or set of instructions that is intentionally constructed to damage, interfere with or otherwise adversely affect computer programs and/or data files and/or hardware and/or computer systems and/or networks.

15. **Limitation of Warranties**. Other than the warranties expressly set forth in this Agreement, ESHA makes no other warranties, express or implied~~.~~, and the Licensed Software shall be provided on an "as is" and "as available" basis. ESHA specifically disclaims, to the fullest extent allowed by law, all implied warranties, including, without limitation, the implied warranties of merchantability and fitness for a

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particular purpose and any warranties under the Uniform Computer Informational Transactions Act, as may be adopted by any jurisdiction from time to time.

15. Limitation of Remedies. In no event shall ESHA be liable to Licensee for any indirect, incidental, special, punitive or consequential damages or lost profits arising out of or related to Licensee's use of the Licensed Software, even if ESHA has been advised of the possibility thereof. In particular, ESHA shall not be liable for the loss of information arising from the use of, or inability to use, the Licensed Software. ESHAs liability to Licensee, if any, whether arising under contract or based upon a claim of strict liability, negligence or some other tort or statutory claim, shall in no event exceed the total of the payments made to ESHA hereunder during the 12-month period immediately preceding the event upon which liability is predicated. The warranties and remedies set forth above are exclusive and in lieu of all others, oral or written, express or implied. Licensee acknowledges that the forgoing limitation of remedies is a material condition of ESHA's willingness to enter into this Agreement, and that ESHA would not enter into this agreement but for such limitation.

16. **16. Limitation of Remedies**.

16.1. EXCEPT FOR EXCLUDED CLAIMS, IN NO EVENT, SHALL EITHER PARTY, ITS AFFLIATES OR PROVIDERS BE LIABLE HEREUNDER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOST TIME, LOST DATA OR LOST GOOD WILL, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

16.2. Except for the indemnity obligations herein and the payment obligations hereunder, and any claims based on willful misconduct, gross negligence or fraud, in no event shall the maximum cumulative liability of a party or its Affiliates arising under or related to this Agreement, regardless of the form of action, exceed, in the aggregate, the fees paid or payable by the other party during the twelve (12) months preceding the claim.

16.3. Excluded Claims. The limitations set out in Sections 16.1 and 16.2 shall not apply to claims that are not excludable as a matter of law ("Excluded Claims").

16.4. Conditions. The exclusions and limits in this Section 16 reflect the parties' allocation of risk and will apply under any legal theory (including, without limitation, contract or tort), even where a party was aware of the possibility of such damages, the damages were foreseeable, or any remedies hereunder fail of their essential purpose.

16.5. ESHA shall not be responsible under this Agreement for any Liability arising from or related to Licensee's or Customer's upload, use or provision of Prohibited Data to the Licensed Software.

17. **Independent Parties**. ESHA and Licensee agree that Licensee is an independent licensee and that the relationship created by this Agreement is not that of employer and employee, partnership, joint venture, or franchise. NeitherLicensee further acknowledges that ESHA's Third Party Vendors are independent licensors and not partners or joint ventures. No independent party shall have the authority to bind or obligate theany other party in any manner.

1718. **Remedies**. In the event Licenseea party breaches or defaults upon any covenant, warranty, term, or condition of this Agreement, ESHAthe other party may pursue any legal or equitable remedies available to it under the laws of the state of OregonDelaware or the applicable laws of the United States.

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The parties agree that in the event of a breach of any of the covenants pertaining to ESHA's intellectual property rights or Confidential Information, such a breach will result in irreparable and continuing damage in an amount which is not readily ascertainable and for which there will be no adequate remedy at law. In the event of any breach of such covenants, ESHA shall be entitled to injunctive relief and such other and further relief, including damages, as may be provided by law.

~~18~~**19. Notice of Claims**. You must notify ESHA in writing of any known claim you have against ESHA within ninety (90) days following your knowledge of such claim. Nothing herein shall limit or preclude any statutory limitations on the assertion of claims.

20. Non-Waiver. The failure or delay of either party to require performance of, or to otherwise enforce, any condition or other provision of this Agreement shall not waive or otherwise limit that ~~party's~~party's right to enforce, or pursue remedies for the breach of, any such provision or condition. No waiver by either party of any particular condition or provision of this Agreement, including this non-waiver provision, shall constitute a waiver or limitation on that ~~party's~~party's right to enforce performance of, or pursue remedies for the breach of, any other condition or provision of this Agreement.

~~19~~**21. Successor Interests**. This Agreement and the rights granted hereunder are not assignable or transferable by Licensee without the express written consent of ESHA, which shall not be unreasonably denied or delayed. Subject to this restriction, this Agreement is binding upon~~,~~ and shall inure to the benefit of, the successors, assigns, and bankruptcy estates of each of the parties.

~~20~~**22. Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state of ~~Oregon~~Delaware without regard to, or application of, any conflict of law provisions.

~~21~~**23. Jurisdiction, Venue**. The parties agree that any suit, action, or arbitration proceeding arising out of or relating to this Agreement shall be brought in ~~Multnomah County, Oregon,~~ and the parties expressly consent to the ~~personal~~exclusive jurisdiction ~~over them~~ of ~~any~~the courts of the state ~~or federal court in Multnomah County, Oregon~~of Delaware.

~~22~~**24. Attorney's Fees**. If either party to this Agreement breaches any term of this Agreement, then the other party shall be entitled to recover all expenses of whatever form or nature, costs, and ~~attorneys~~attorney's fees reasonably incurred to enforce the terms of the Agreement, whether or not suit is filed, including such costs or fees as may be awarded in arbitration or by a court at trial or on appeal. In addition, in the event either party to this Agreement becomes a debtor subject to the United States Bankruptcy Code, the non-debtor party shall be entitled to recover any expenses, costs, and fees, including ~~attorneys~~attorney's fees, incurred in connection with enforcing its rights against the debtor party, whether those rights arise under this contract or involve matters arising solely under the Bankruptcy Code.

~~23~~**25. Severability**. If any court of competent jurisdiction finds any term of this Agreement or of any other document or instrument referred to or contemplated in this Agreement, to be invalid or unenforceable, such determination shall not affect the validity and enforceability of the remainder of the Agreement, and the court shall enforce the Agreement in such a manner as to give substantial effect to the intent of the parties as expressed in the Agreement.

~~24~~**26. Paragraph Headings**. All paragraph headings in this Agreement appear for convenience of reference, and shall not affect the meaning or interpretation of the Agreement.

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25**27**. **Amendments**. This Agreement may be amended or modified only by a written instrument executed and agreed upon by theboth parties, which expressly states the intent of the parties to modify or amend this Agreement.

26**28**. **Entire Agreement**. This Agreement and the ~~Purchase~~ Order Form constitute the entire agreement between the parties pertaining to the subject matter of the Agreement, and supersede all prior discussions, negotiations, understandings, representations, and agreements, whether oral or written. The ~~Purchase~~ Order Form shall, for all purposes, ~~consists~~consist solely of the standard ~~purchase~~order documentation provided by ESHA to you. No terms or conditions ~~in any~~including purchase order ~~form, order acknowledgement~~ or similar documentation provided by you, nor any amendments you make to ESHA's ~~Purchase~~ Order Form, shall be effective. All terms of this Agreement are contractual and not mere recitals.

~~27. Electronic Execution. Execution of this Agreement shall occur, and may be evidenced by, your electronic assent to its terms through your clicking the "I Agree" button below. By clicking the "I Agree" button, you are warranting that the information you provided in any Purchase Order documentation is accurate and complete, and that you are authorized to execute this Agreement on behalf of the Licensee. You are not authorized to load or otherwise access or use the Licensed Software unless you agree to this Agreement. If you do not agree to this Agreement, please contact ESHA immediately to arrange for return of this product and a refund of any purchase price already paid. After executing this Agreement, you may print a copy of it for your records.~~

~~☐ I Agree   ☐ I Don't Agree~~

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EXHIBIT A
Security Controls
Any capitalized term used in this Exhibit and not expressly defined herein shall have the meaning specified in the
Agreement.
1. DEFINITIONS
1.1. "Authorized User" means an individual who is authorized by Licensee to use the Licensed Software, for whom
Licensee has ordered the Licensed Software, and to whom Licensee (or ESHA at Licensee's request) have
supplied a
user identification and password. Users may include, for example, Licensee's employees, consultants, contractors
and agents, and third parties with which Licensee transacts business, provided such Authorized Users do not or are
not direct competitors to ESHA. Any use by contractors, subcontractors or outsourcing vendors acting on
Licensee's behalf shall be subject to the terms of this Agreement and Licensee remains responsible for its
obligations and for the activities and omissions of such third parties. In addition, Licensee may not access the
Services for purposes of monitoring availability, performance or functionality, or for any other benchmarking or
competitive purpose.
1.2. "Configuration Services" means any configuration services provided to Licensee by ESHA, as set forth in
Appendix 1 (Configuration Services) which Appendix is subject to the terms of this Agreement.
1.3. "Non-ESHA Applications" means a Web-based or offline software application that is provided by Licensee or a
third Party and interoperates with the Licensed Software, including, for example, an application that is developed
by or for Licensee.
2. Provision of the Licensed Software
2.1. ESHA will (a) make the Licensed Software available to Licensee pursuant to this Agreement and the applicable
Order Form, (b) provide Support Services for the Licensed Software to Licensee at no additional charge, and (c) use
commercially reasonable efforts to make the Licensed Software available to Licensee in accordance with ESHA
Support Services Service Level Agreement, except for: (i) planned downtime (of which ESHA shall give at least
forty-eight (48) hours electronic notice and which ESHA shall schedule to the extent practicable during the
weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Eastern time), and (ii) any unavailability caused by
circumstances beyond ESHA's reasonable control, including, for example, an act of God, act of government, flood,
fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving ESHA's

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employees), Internet service provider failure or delay, Non-ESHA Application, or denial of service attack.

2.2. Protection of Licensee's Data. ESHA will maintain commercially reasonable administrative, physical, and

technical safeguards for protection of the security, confidentiality and integrity of Licensee's Data and to prevent

unauthorized access to or use of the Licensed Software. Those safeguards will include, but will not be limited to,

measures for preventing access, use, modification or disclosure of Licensee's Data by ESHA's personnel except (a)

to provide the Licensed Software and prevent or address service or technical problems, (b) as compelled by law in

accordance with Section 2.3 (Compelled Disclosure) below, or (c) as Licensee expressly permits in writing. ESHA will

notify Licensee immediately in the event of any known and confirmed unauthorized access to or use of Licensee's

Data. ESHA shall, at the Licensee's written request, provide an annual SOC 2 Type II Report on Controls at a Service

Organization prepared by a reputable independent third-party that attests to the compliance of certain security

controls with industry standards. If a report contains any exceptions, ESHA shall implement mitigating controls

within an appropriate period commensurate with the risk presented.

3.0. Integration of Non-ESHA Applications (Third Party Software)

3.1. Any exchange of data between the Licensee and any Non-ESHA Application is solely between Licensee and the

applicable non-ESHA provider. ESHA does not warrant or support Non-ESHA Applications or other nonESHA

products not provided by ESHA. ESHA disclaims all responsibility and liability for Licensee's integration of Non

ESHA Applications.

3.2. Non-ESHA Applications and Licensee's Data. If Licensee installs or enables a Non-ESHA Application for use with

the Licensed Software, Licensee grants ESHA permission to allow the provider of that Non-ESHA Application to

access Licensee's Data as required for the interoperation of that Non-ESHA Application with the Licensed Software.

ESHA disclaims all responsibility and liability for any disclosure, modification or deletion of Licensee's Data

resulting from any such access by a Non-ESHA Application.

4. Security Control Processes.

4.1. ESHA will only use Licensee Data for the purposes of fulfilling its obligations under the Agreement. ESHA will

maintain and enforce physical and logical security procedures with respect to its access and maintenance of

Licensee Data contained on ESHA servers.

4.2. ESHA will use reasonable measures to secure and defend its location and equipment against "hackers" and

others who may seek to modify or access the ESHA servers or the information found therein without authorization.

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ESHA will test its systems for potential security breaches at least annually.

4.3. ESHA has a written information security program ("Information Security Program") that includes administrative, technical, and physical safeguards that protect against any reasonably anticipated threats or

hazards to the confidentiality of the Licensee Data, and protect against unauthorized access, use, disclosure,

alteration, or destruction of the Licensee Data. In particular, the ESHA's Information Security Program shall

include, but not be limited, to the following safeguards where appropriate or necessary to ensure the protection of

Confidential Information and Licensee Data:

4.3.1. Access Controls – policies, procedures, and physical and technical controls: (i) to limit physical access to

its information systems and the facility or facilities in which they are housed to properly authorized persons

and (ii) to authenticate and permit access only to authorized individuals.

4.3.2. Security Incident Procedures – policies and procedures to detect, respond to, and otherwise address

security incidents, including procedures to monitor systems and to detect actual and attempted attacks on or

intrusions into Licensee Data or information systems relating thereto, and procedures to identify and respond

to validated security incidents, mitigate harmful effects of security incidents, and document security incidents

and their outcomes.

4.3.3. Contingency Planning – policies and procedures for responding to an emergency or other occurrence

(for example, fire, vandalism, system failure, and natural disaster) that damages Licensee Data or systems that

contain Licensee Data, including a data backup plan and a disaster recovery plan.

4.3.4. Device and Media Controls – policies and procedures that govern the receipt and removal of hardware

and electronic media that contain Licensee Data into and out of a ESHA data center, and the movement of

these items within a ESHA data center, including policies and procedures to address the final disposition Licensee Data.

4.3.5. Audit controls – hardware, software, and/or procedural mechanisms that record activity in information

systems that contain or use Licensee Data.

4.3.6. Data Integrity – policies and procedures to guard against the unauthorized disclosure, improper alteration, or unauthorized destruction of Licensee Data.

4.3.7. Transmission Security – encryption of Licensee Data at rest within the Licensed Software and encryption

of electronic information while in transit to guard against unauthorized access to Licensee Data that is being

transmitted over public communications network.

4.3.8. Secure Disposal – policies and procedures regarding the disposal of Licensee Data, taking into account

available technology that can be used to sanitize storage media such that stored data cannot be

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practicably
read or reconstructed.
4.3.9. Testing – ESHA shall regularly test the key controls, systems and procedures of its Information Security
Program to verify that they are properly implemented and effective in addressing the threats and risks
identified. Tests will be conducted or reviewed in accordance with recognized industry standards (e.g., AICPA,
SSAE 18, and their successor audit standards, or similar industry recognized security audit standards).
4.3.10. Adjust the Program – ESHA shall monitor, evaluate, and adjust, as it deems necessary, the Information
Security Program in light of any relevant changes in technology or industry security standards, the sensitivity
of Licensee Data, and internal or external threats to ESHA or the Licensee Data.
4.3.11. Security Training – ESHA shall provide annual security awareness and data privacy training for its
employees that will have access to Licensee Data.
4.3.12. Confidentiality - ESHA shall require that all ESHA employees who are granted access to Licensee Data
undergo appropriate screening, where lawfully permitted, and enter into a confidentiality agreement prior to
being granted such access.

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